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FILED
 2010 FEB 16 PM 3:19
 CLERK U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
 LOS ANGELES

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

TARA HILL, individually, and on
 behalf of other members of the general
 public similarly situated,

Plaintiff,

vs.

SUNGLASS HUT TRADING, LLC, a
 Delaware Corporation; LUXOTTICA
 RETAIL NORTH AMERICA INC., an
 Ohio Corporation

Defendants.

Case No.: **CV10-1159 GW (SSx)**
COMPLAINT FOR CLASS ACTION

- (1) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Break Premiums);
- (2) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (3) Violation of California Labor Code §§ 2800 and 2802 (Unpaid Business Expenses);
- (4) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (5) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (6) Violation of California Labor Code § 226(a) (Non-compliant Wage Statements);
- (7) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (8) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); and
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff, individually and on behalf of all other members of the public
2 similarly situated, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This Court has original jurisdiction over the subject matter of this
5 action pursuant to 28 U.S.C. § 1332. The Court has supplemental jurisdiction
6 over the state law claims pursuant to 28 U.S.C. § 1367. Plaintiff alleges, on
7 information and belief, that the aggregate amount in controversy for this class
8 action exceeds five-million dollars (\$5,000,000.00) exclusive of interest and
9 costs, that the class is greater than 100 members, and that any one plaintiff is a
10 citizen of a state different from that of any defendant. Plaintiff further alleges,
11 on information and belief, that in excess of two-thirds of the members of the
12 putative class are citizens of the State of California. *See* Class Action Fairness
13 Act ("CAFA"), 28 U.S.C. §§ 1332(d), 1453.

14 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and
15 (b) because Defendants maintain offices, have agents, are licensed to transact
16 and do transact business, in this district.

17 THE PARTIES

18 3. Plaintiff TARA HILL is a resident of Los Angeles County in the
19 State of California.

20 4. Defendant SUNGLASS HUT TRADING, LLC was and is, upon
21 information and belief, a Delaware corporation doing business in California, and
22 at all times hereinafter mentioned, an employer whose employees are engaged
23 throughout this county, the State of California, or the various states of the United
24 States of America.

25 5. Defendant LUXOTTICA RETAIL NORTH AMERICA INC. was
26 and is, upon information and belief, an Ohio Corporation doing business in
27 California, and at all times hereinafter mentioned, an employer whose employees
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are engaged throughout this county, the State of California, or the various states of the United States of America.

6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to SUNGLASS HUT TRADING, LLC, and/or LUXOTTICA RETAIL NORTH AMERICA INC. (collectively "Defendants"), each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policy of, Defendants.

7. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

8. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under Federal Rules of Civil Procedure, Rules 23(a), (b)(2), and (b)(3).

10. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

11. Plaintiff's proposed subclasses consist of and are defined as:

a. Unpaid Wages Subclass:

All non-exempt or hourly employees of Defendants at California store locations within four years prior to the filing

of this complaint until the date of certification, other than as released in the settlement of *Pinto v. Luxottica U.S. Holdings Corp., et al.* (Orange County Superior Court, Case No. 04CC00639).

b. Unreimbursed Business Expenses Subclass:

All non-exempt or hourly employees of Defendants who paid for business-related expenses, including expenses for travel and mileage, in California within four years prior to the filing of this complaint until the date of certification, other than as released in the settlement of *Pinto v. Luxottica U.S. Holdings Corp., et al.* (Orange County Superior Court, Case No. 04CC00639).

c. Non-Compliant Wage Statement Subclass:

All non-exempt or hourly employees of Defendants who worked in California and received a wage statement within one year prior to the filing of this complaint until the date of certification, other than as released in the settlement of *Pinto v. Luxottica U.S. Holdings Corp., et al.* (Orange County Superior Court, Case No. 04CC00639).

12. Plaintiff reserves the right to establish additional subclasses as appropriate.

13. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

a. Numerosity: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time, however, the class is

1 estimated to be greater than one-hundred (100) individuals
2 and the identity of such membership is readily ascertainable
3 by inspection of Defendants' employment records.

4 b. Typicality: Plaintiff is qualified to, and will, fairly and
5 adequately protect the interests of each class member with
6 whom she has a well- defined community of interest, and
7 Plaintiff's claims (or defenses, if any) are typical of all class
8 members' as demonstrated herein.

9 c. Adequacy: Plaintiff is qualified to, and will, fairly and
10 adequately, protect the interests of each class member with
11 whom she has a well-defined community of interest and
12 typicality of claims, as demonstrated herein. Plaintiff
13 acknowledges that she has an obligation to make known to the
14 Court any relationship, conflicts or differences with any class
15 member. Plaintiff's attorneys, the proposed class counsel, are
16 versed in the rules governing class action discovery,
17 certification, and settlement. Plaintiff has incurred, and
18 throughout the duration of this action, will continue to incur
19 costs and attorneys' fees that have been, are, and will be
20 necessarily expended for the prosecution of this action for the
21 substantial benefit of each class member.

22 d. Superiority: The nature of this action makes the use of class
23 action adjudication superior to other methods. Class action
24 will achieve economies of time, effort and expense as
25 compared with separate lawsuits, and will avoid inconsistent
26 outcomes because the same issues can be adjudicated in the
27 same manner and at the same time for the entire class.
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e. Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

14. There are common questions of law and fact as to the class (and each subclass, if any) that predominate over questions affecting only individual members, including but not limited to:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants deprived Plaintiff and class members of meal periods or required Plaintiff and class members to work during meal periods without compensation;
- c. Whether Defendants deprived Plaintiff and class members of rest periods or required Plaintiff and class members to work during rest periods without compensation;
- d. Whether Defendants failed to pay all wages earned by Plaintiff and class members;
- e. Whether Defendants failed to indemnify and/or reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them

- 1 in the scope of their employment;
- 2 f. Whether Defendants failed to timely pay all wages due to
- 3 Plaintiff and class members upon their discharge or
- 4 resignation;
- 5 g. Whether Defendants complied with wage reporting as
- 6 required by the California Labor Code, including but not
- 7 limited to section 226;
- 8 h. Whether Defendants' conduct was willful or reckless;
- 9 i. Whether Defendants paid all overtime wages owed and due to
- 10 Plaintiffs and class members;
- 11 j. Whether Defendants failed to pay at least the minimum wage
- 12 as required by California law for all hours worked by
- 13 Plaintiffs and the class members;
- 14 k. Whether Defendants engaged in unfair business practices in
- 15 violation of California Business & Professions Code sections
- 16 17200, *et seq.*; and
- 17 l. The appropriate amount of damages, restitution, or monetary
- 18 penalties resulting from Defendants' violations of California
- 19 law.

20 GENERAL ALLEGATIONS

21 15. At all times set forth, Defendants employed Plaintiff and other

22 persons as non-exempt or hourly paid employees.

23 16. Defendants employed Plaintiff TARA HILL as a non-exempt or

24 hourly "Store Manager" from about June 2007 to about March 2009 at

25 Defendants' Northridge business location in Los Angeles County, California.

26 17. Defendants continue to employ non-exempt or hourly employees

27 within California.

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1 18. Plaintiff is informed and believes, and thereon alleges, that at all
2 times herein mentioned, Defendants were advised by skilled lawyers and other
3 professionals, employees and advisors knowledgeable about California labor and
4 wage law, employment and personnel practices, and about the requirements of
5 California law.

6 19. Plaintiff is informed and believes, and thereon alleges that
7 Defendants knew or should have known that Plaintiff and class members were
8 entitled to receive all meal periods or payment of one additional hour of pay at
9 Plaintiff's and class members' regular rate of pay when they did not receive a
10 timely uninterrupted meal period.

11 20. Plaintiff is informed and believes, and thereon alleges that
12 Defendants knew or should have known that Plaintiff and class members were
13 entitled to receive all rest periods or payment of one additional hour of pay at
14 Plaintiff's and class members' regular rate of pay when a rest period was missed.

15 21. Plaintiff is informed and believes, and thereon alleges that
16 Defendants knew or should have known that Plaintiff and class members were
17 entitled to receive full reimbursement for all business-related expenses and costs
18 they incurred during the course and scope of their employment, and that they did
19 not receive full reimbursement of applicable business-related expenses and costs
20 they incurred.

21 22. Plaintiff is informed and believes, and thereon alleges that
22 Defendants knew or should have known that Plaintiff and class members were
23 entitled to receive all the wages owed to them upon discharge.

24 23. Plaintiff is informed and believes, and on that basis alleges that
25 Defendants knew or should have known that Plaintiff and class members were
26 entitled to receive complete and accurate wage statements in accordance with
27 California law.
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24. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

25. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for compensation.

26. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff and other class members that they were properly denied wages, all in order to increase Defendants' profits.

27. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

28. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 27.

29. At all relevant times, the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and class members' employment by Defendants.

30. At all relevant times, California Labor Code section 226.7 provides

1 that no employer shall require an employee to work during any meal period
2 mandated by an applicable order of the California IWC.

3 31. At all relevant times, the applicable IWC Wage Order and
4 California Labor Code section 512(a) provide that an employer may not require,
5 cause or permit an employee to work for a period of more than five (5) hours per
6 day without providing the employee with an uninterrupted meal period of not
7 less than thirty (30) minutes, except that if the total work period per day of the
8 employee is not more than six (6) hours, the meal period may be waived by
9 mutual consent of both the employer and the employee.

10 32. At all relevant times, the applicable IWC Wage Order and
11 California Labor Code section 512(a) further provide that an employer may not
12 require, cause or permit an employee to work for a period of more than ten (10)
13 hours per day without providing the employee with a second uninterrupted meal
14 period of not less than thirty (30) minutes, except that if the total hours worked is
15 not more than twelve (12) hours, the second meal period may be waived by
16 mutual consent of the employer and the employee only if the first meal period
17 was not waived.

18 33. During the relevant time period, Plaintiff and class members who
19 were scheduled to work for a period of time no longer than six (6) hours, and
20 who did not waive their legally-mandated meal periods by mutual consent, were
21 required to work for periods longer than five (5) hours without an uninterrupted
22 meal period of not less than thirty (30) minutes.

23 34. During the relevant time period, Plaintiff and class members who
24 were scheduled to work for a period of time in excess of six (6) hours were
25 required to work for periods longer than five (5) hours without an uninterrupted
26 meal period of not less than thirty (30) minutes.

27 35. During the relevant time period, Plaintiff and class members who
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1 were scheduled to work in excess of ten (10) hours but no longer than twelve
2 (12) hours, and who did not waive their legally-mandated meal periods by
3 mutual consent were required to work in excess of ten (10) hours without
4 receiving a second uninterrupted meal period of not less than thirty (30) minutes.

5 36. During the relevant time period, Plaintiff and class members who
6 were scheduled to work for a period of time in excess of twelve (12) hours were
7 required to work for periods longer than ten (10) hours without a second
8 uninterrupted meal period of not less than thirty (30) minutes.

9 37. During the relevant time period, Defendants willfully required
10 Plaintiff and class members to work during meal periods and failed to
11 compensate Plaintiff and class members for work performed during meal
12 periods.

13 38. During the relevant time period, Defendants failed to pay Plaintiff
14 and class members the full meal period premium due pursuant to California
15 Labor Code section 226.7.

16 39. Defendants' conduct violates the applicable IWC Wage Orders and
17 California Labor Code sections 226.7 and 512(a).

18 40. Pursuant to the applicable IWC Wage Order and California Labor
19 Code section 226.7(b), Plaintiff and class members are entitled to recover from
20 Defendants one additional hour of pay at the employees' regular hourly rate of
21 compensation for each work day that the meal period was not provided.

22 **SECOND CAUSE OF ACTION**

23 **Violation of California Labor Code § 226.7**

24 **(Against All Defendants)**

25 41. Plaintiff incorporates by reference and re-alleges as if fully stated
26 herein the material allegations set out in paragraphs 1 through 40.

27 42. At all relevant times, the applicable IWC Wage Order and
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1 California Labor Code section 226.7 were applicable to Plaintiff's and class
2 members' employment by Defendants.

3 43. At all relevant times, California Labor Code section 226.7 provides
4 that no employer shall require an employee to work during any rest period
5 mandated by an applicable order of the California IWC.

6 44. At all relevant times, the applicable IWC Wage Order provides that
7 "[e]very employer shall authorize and permit all employees to take rest periods,
8 which insofar as practicable shall be in the middle of each work period" and that
9 the "rest period time shall be based on the total hours worked daily at the rate of
10 ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
11 the total daily work time is less than three and one-half (3½) hours.

12 45. During the relevant time period, Defendants required Plaintiff and
13 class members to work four (4) or more hours without authorizing or permitting
14 a ten (10) minute rest period per each four (4) hour period worked.

15 46. During the relevant time period, Defendants willfully required
16 Plaintiff and class members to work during rest periods and failed to compensate
17 Plaintiff and class members for work performed during rest periods.

18 47. During the relevant time period, Defendants failed to pay Plaintiff
19 and class members the full rest period premium due pursuant to California Labor
20 Code section 226.7.

21 48. Defendants' conduct violates the applicable IWC Wage Orders and
22 California Labor Code section 226.7.

23 49. Pursuant to the applicable IWC Wage Order and California Labor
24 Code section 226.7(b), Plaintiff and class members are entitled to recover from
25 Defendants one additional hour of pay at the employee's regular hourly rate of
26 compensation for each work day that the rest period was not provided.

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THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

50. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 49.

51. At all relevant times, California Labor Code sections 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures.

52. Plaintiff and class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including and without limitation, travel costs, including mileage expenses and gasoline expenses that necessarily resulted from their employment with Defendants. Specifically, Defendants had, and continue to have, a policy and practice of requiring employees, including Plaintiff and class members, to pay for travel costs from their own funds. Defendants had, and continue to have, a policy of not reimbursing employees, including Plaintiff and class members, for said business-related expenses and costs.

53. Defendants have intentionally and willfully failed to fully reimburse Plaintiff and class members for necessary business-related expenses and costs.

54. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, pursuant to California Labor Code sections 2800 and 2802.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated

1 herein the material allegations set out in paragraphs 1 through 54.

2 56. At all relevant times, California Labor Code sections 201 and 202
3 provide that if an employer discharges an employee, the wages earned and
4 unpaid at the time of discharge are due and payable immediately, and that if an
5 employee voluntarily leaves his or her employment, his or her wages shall
6 become due and payable not later than seventy-two (72) hours thereafter, unless
7 the employee has given seventy-two (72) hours previous notice of his or her
8 intention to quit, in which case the employee is entitled to his or her wages at the
9 time of quitting.

10 57. During the relevant time period, Defendants willfully failed to pay
11 Plaintiff and class members who are no longer employed by Defendants their
12 wages, earned and unpaid, either at the time of discharge, or within seventy-two
13 (72) hours of their leaving Defendants' employ. Plaintiff and class members did
14 not receive their final wages within the statutorily mandated time period and, any
15 late payments of final wages did not include all wages owed and due to Plaintiff
16 and class members.

17 58. Defendants' failure to pay Plaintiff and those class members who
18 are no longer employed by Defendants their wages earned and unpaid at the time
19 of discharge, or within seventy-two (72) hours of their leaving Defendants'
20 employ, is in violation of California Labor Code sections 201 and 202.

21 59. California Labor Code section 203 provides that if an employer
22 willfully fails to pay wages owed, in accordance with sections 201 and 202, then
23 the wages of the employee shall continue as a penalty from the due date, and at
24 the same rate until paid or until an action is commenced; but the wages shall not
25 continue for more than thirty (30) days.

26 60. Plaintiff and class members are entitled to recover from Defendants
27 the statutory penalty wages for each day they were not paid, up to a thirty (30)
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1 day maximum pursuant to California Labor Code section 203.

2 **FIFTH CAUSE OF ACTION**

3 **Violation of California Labor Code § 204**

4 **(Against All Defendants)**

5 61. Plaintiff incorporates by reference and re-allege as if fully stated
6 herein the material allegations set out in paragraphs 1 through 60.

7 62. At all relevant times, California Labor Code section 204 provides
8 that all wages earned by any person in any employment between the first and the
9 fifteenth days, inclusive, of any calendar month, other than those wages due
10 upon termination of an employee, are due and payable between the sixteenth and
11 the twenty-sixth day of the month during which the labor was performed.

12 63. At all relevant times, California Labor Code section 204 provides
13 that all wages earned by any person in any employment between the sixteenth
14 and the last day, inclusive, of any calendar month, other than those wages due
15 upon termination of an employee, are due and payable between the 1st and the
16 10th day of the following month.

17 64. At all relevant times, California Labor Code section 204 provides
18 that all wages earned for labor in excess of the normal work period shall be paid
19 no later than the payday for the next regular payroll period.

20 65. During the relevant time period, Defendants willfully failed to pay
21 Plaintiff and class members all wages due to them, within any time period
22 permissible by California Labor Code section 204.

23 66. Plaintiff and class members are entitled to recover all remedies
24 available for violations of California Labor Code section 204.

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SIXTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 66.

68. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including all applicable hourly rates.

69. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to list all applicable hourly rates.

70. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and class members have suffered injury and damage to their statutorily-protected rights.

71. Specifically, Plaintiff and class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a).

72. Plaintiff and class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

73. Plaintiff and class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198

(Against All Defendants)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 73.

75. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

76. Specifically the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

77. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members employed by Defendants, and working more than twelve (12) hours in a day, overtime compensation at a rate of two times their regular rate of pay.

78. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

1 79. During the relevant time period, Plaintiff and class members
2 consistently worked in excess of eight (8) hours in a day, in excess of twelve
3 (12) hours in a day, and/or in excess of forty (40) hours in a week, including but
4 not limited to, hours worked off the clock to open the store prior to their shift, to
5 close the store at the end of business, and/or to secure the store while the
6 employee took a meal break.

7 80. During the relevant time period, Defendants willfully failed to pay
8 all overtime wages owed to Plaintiff and class members.

9 81. Defendants' failure to pay Plaintiff and class members the unpaid
10 balance of overtime compensation, as required by California laws, violates the
11 provisions of California Labor Code sections 510 and 1198, and is therefore
12 unlawful.

13 82. Pursuant to California Labor Code section 1194, Plaintiff and class
14 members are entitled to recover their unpaid overtime compensation, as well as
15 interest, costs, and attorneys' fees.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

18 **(Against All Defendants)**

19 83. Plaintiff incorporates by reference and re-alleges as if fully stated
20 herein the material allegations set out in paragraphs 1 through 82.

21 84. At all relevant times, California Labor Code sections 1194, 1197,
22 and 1197.1 provide that the minimum wage for employees fixed by the Industrial
23 Welfare Commission is the minimum wage to be paid to employees, and the
24 payment of a lesser wage than the minimum so fixed is unlawful.

25 85. At all relevant times, California Labor Code sections 1194, 1197,
26 and 1197.1 provide that the minimum wage for employees fixed by the Industrial
27 Welfare Commission is the minimum wage to be paid to employees, and the
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1 payment of a lesser wage than the minimum so fixed is unlawful.

2 86. During the relevant time period, Defendants regularly failed to pay
3 minimum wage to Plaintiff and class members as required, pursuant to Labor
4 Code section 1194, 1197, and 1197.1, including, but not limited to, time spent
5 working off-the-clock while opening and closing stores at the beginning and end
6 of business and to take breaks.

7 87. Defendants' failure to pay Plaintiff and class members the minimum
8 wage as required violates California Labor Code sections 1194, 1197, and
9 1197.1. Pursuant to those sections Plaintiff and class members are entitled to
10 recover the unpaid balance of their minimum wage compensation as well as
11 interest, costs, and attorney's fees, and liquidated damages in an amount equal to
12 the wages unlawfully unpaid and interest thereon.

13 88. Pursuant to California Labor Code section 1197.1, Plaintiff and
14 class members are entitled to recover a penalty of \$100.00 for the initial failure
15 to timely pay each employee minimum wages, and \$250.00 for each subsequent
16 failure to pay each employee minimum wages.

17 89. Pursuant to California Labor Code section 1194.2, Plaintiff and
18 class members are entitled to recover liquidated damages in an amount equal to
19 the wages unlawfully unpaid and interest thereon.

20 NINTH CAUSE OF ACTION

21 Violation of California Business & Professions Code §§ 17200, *et seq.*

22 (Against All Defendants)

23 90. Plaintiff incorporates by reference and re-alleges as if fully stated
24 herein the material allegations set out in paragraphs 1 through 89.

25 91. Defendants' conduct, as alleged herein, has been, and continues to
26 be, unfair, unlawful, and harmful to Plaintiff, other class members, and to the
27 general public. Plaintiff seeks to enforce important rights affecting the public
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1 interest within the meaning of Code of Civil Procedure section 1021.5.

2 92. Defendants' activities, as alleged herein, are violations of California
3 law, and constitute unlawful business acts and practices in violation of California
4 Business & Professions Code sections 17200, *et seq.*

5 93. A violation of California Business & Professions Code sections
6 17200, *et seq.* may be predicated on the violation of any state or federal law. In
7 this instant case, Defendants' policies and practices of requiring non-exempt or
8 hourly paid employees, including Plaintiff and class members, to work through
9 their meal and rest periods without paying them proper compensation violate
10 California Labor Code sections 226.7 and 512(a). Defendants' policies and
11 practices of failing to timely pay wages to Plaintiff and class members violate
12 California Labor Code sections 201, 202 and 204. Moreover, Defendants'
13 policies and practices of not reimbursing its employees, including Plaintiff and
14 class members, for business-related expenses and costs violate California Labor
15 Code sections 2800 and 2802.

16 94. Plaintiff and putative class members have been personally injured
17 by Defendants' unlawful business acts and practices as alleged herein, including
18 but not necessarily limited to the loss of money or property.

19 95. Pursuant to California Business & Professions Code sections 17200,
20 *et seq.*, Plaintiff and putative class members are entitled to restitution of the
21 wages withheld and retained by Defendants during a period that commences four
22 years prior to the filing of this complaint; a permanent injunction requiring
23 Defendants to pay all outstanding wages due to Plaintiff and class members; an
24 award of attorneys' fees pursuant to California Code of Civil Procedure section
25 1021.5 and other applicable laws; and an award of costs.

26 **REQUEST FOR JURY TRIAL**

27 Plaintiff requests a trial by jury.
28

1 **PRAYER FOR RELIEF**

2 Plaintiff, and on behalf of all others similarly situated, prays for relief and
3 judgment against Defendants, jointly and severally, as follows:

4 **Class Certification**

- 5 1. That this action be certified as a class action;
6 2. That Plaintiff be appointed as the representative of the Class; and
7 3. That counsel for Plaintiff be appointed as Class Counsel.

8 **As to the First Cause of Action**

9 4. That the Court declare, adjudge and decree that Defendants violated
10 California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders
11 by willfully failing to provide all meal periods (including second meal periods)
12 to Plaintiff and class members;

13 5. That the Court make an award to the Plaintiff and class members of
14 one (1) hour of pay at each employee's regular rate of compensation for each
15 workday that a meal period was not provided;

16 6. For all actual, consequential, and incidental losses and damages,
17 according to proof;

18 7. For premiums pursuant to California Labor Code section 226.7(b);

19 8. For pre-judgment interest on any unpaid wages from the date such
20 amounts were due; and

21 9. For such other and further relief as the Court may deem equitable
22 and appropriate.

23 **As to the Second Cause of Action**

24 10. That the Court declare, adjudge and decree that Defendants violated
25 California Labor Code section 226.7 and applicable IWC Wage Orders by
26 willfully failing to provide all rest periods to Plaintiff and class members;

27 11. That the Court make an award to the Plaintiff and class members of
28

one (l) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premiums pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to pay all business-related expenses owed to Plaintiff and class members;

17. For unpaid wages and such general and special damages as may be appropriate;

18. For pre-judgment interest on any unpaid wages from the date such amounts were due;

19. For all actual, consequential and incidental losses and damages, according to proof; and

20. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

21. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other class members no longer employed by Defendants;

22. For all actual, consequential and incidental losses and damages,

1 according to proof;

2 23. For statutory wage penalties pursuant to California Labor Code
3 section 203 for Plaintiff and all other class members who have left Defendants'
4 employ;

5 24. For pre-judgment interest on any unpaid wages from the date such
6 amounts were due; and

7 25. For such other and further relief as the Court may deem equitable
8 and appropriate.

9 **As to the Fifth Cause of Action**

10 26. That the Court declare, adjudge and decree that Defendants violated
11 California Labor Code section 204 by willfully failing to pay all compensation
12 owed at the time required by California Labor Code section 204, to Plaintiff and
13 class members;

14 27. For all actual, consequential and incidental losses and damages,
15 according to proof;

16 28. For pre-judgment interest on any untimely paid compensation, from
17 the date such amounts were due; and

18 29. For such other and further relief as the Court may deem equitable
19 and appropriate.

20 **As to the Sixth Cause of Action**

21 30. That the Court declare, adjudge and decree that Defendants violated
22 the record keeping provisions of California Labor Code section 226(a) and
23 applicable IWC Wage Orders as to Plaintiff and class members, and willfully
24 failed to provide accurate itemized wage statements thereto;

25 31. For all actual, consequential and incidental losses and damages,
26 according to proof;

27 32. For statutory penalties pursuant to California Labor Code section
28

1 226(e);

2 33. For injunctive relief to ensure compliance with this section, pursuant
3 to California Labor Code section 226(g); and

4 34. For such other and further relief as the Court may deem equitable
5 and appropriate.

6 **As to the Seventh Cause of Action**

7 35. That the Court declare, adjudge and decree that Defendants violated
8 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders
9 by willfully failing to pay all overtime wages due to Plaintiff and Class
10 Members;

11 36. For general unpaid wages at overtime wage rates and such general
12 and special damages as may be appropriate;

13 37. For pre-judgment interest on any unpaid overtime compensation
14 commencing from the date such amounts were due;

15 38. For reasonable attorneys' fees and for costs of suit incurred herein
16 pursuant to California Labor Code section 1194(a);

17 39. For such other and further relief as the Court may deem equitable
18 and appropriate.

19 **As to the Eighth Cause of Action**

20 40. That the Court declare, adjudge and decree that Defendants violated
21 California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to
22 pay minimum wages to Plaintiff and class members;

23 41. For general unpaid wages and such general and special damages as
24 may be appropriate;

25 42. For statutory wage penalties pursuant to California Labor Code
26 section 1197.1 for Plaintiff and class members in the amount as may be
27 established according to proof at trial;
28

43. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

44. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

45. For liquidated damages pursuant to California Labor Code section 1194.2; and

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide all meal and rest periods to Plaintiff and class members, failing to pay for all missed meal and rest periods to Plaintiff and class members, failing to reimburse Plaintiff and class members for all business-related expenses, and failing to pay Plaintiff's and class members' wages timely as required by California Labor Code sections 201, 202 and 204;

48. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code sections 17200, *et seq.*; and

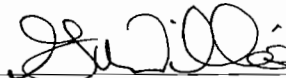
52. For such other and further relief as the Court may deem equitable

1 and appropriate.

2
3 Dated: February 16, 2010

Respectfully submitted,

Initiative Legal Group, APC

5
6 By: 

Gene Williams
Dina S. Livhits
Jennifer Grock

8 Attorneys for Plaintiff Tara Hill

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George H. Wu and the assigned discovery Magistrate Judge is Suzanne H. Segal.

The case number on all documents filed with the Court should read as follows:

CV10- 1159 GW (SSx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Gene Williams (SBN 211390)
Dina S. Livhits (SBN 245646)
Initiative Legal Group APC
1800 Century Park East, 2nd Flr., LA, CA 90067
(See attached ATTACHMENT TO SUMMONS)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TARA HILL, individually, and on behalf of other
members of the general public similarly situated,

PLAINTIFF(S)

v.

SUNGLASS HUT TRADING, LLC, a Delaware
Corporation; LUXOTTICA RETAIL NORTH
AMERICA INC., an Ohio Corporation

DEFENDANT(S).

CASE NUMBER

CV10 1159 GW (SSx)

SUMMONS

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Initiative Legal Group APC, whose address is 1800 Century Park East, 2nd Floor, Los Angeles, California 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

FEB 16 2010

Dated: _____

By: **CHRISTOPHER POWERS**
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

ORIGINAL

ATTACHMENT TO SUMMONS

ATTORNEYS FOR PLAINTIFFS AND CLASS MEMBERS:

Gene Williams (SBN 211390)
GWilliams@InitiativeLegal.com
Dina S. Livhits (SBN 245646)
DLivhits@InitiativeLegal.com
Jennifer Grock (SBN 245671)
JGrock@InitiativeLegal.com
INITIATIVE LEGAL GROUP APC
1800 Century Park East, 2nd Floor
Los Angeles, California 90067
Telephone: (310) 556-5634
Facsimile: (310) 861-9051

INITIATIVE LEGAL GROUP APC
1800 CENTURY PARK EAST, SECOND FLOOR, LOS ANGELES, CALIFORNIA 90067

CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> TARA HILL, individually, and on behalf of other members of the general public similarly situated		DEFENDANTS SUNGLASS HUT TRADING, LLC, a Delaware Corporation; LUXOTTICA RETAIL NORTH AMERICA INC., an Ohio Corporation	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Initiative Legal Group APC Telephone: 310-556-5637 1800 Century Park East, 2nd Floor, Los Angeles, CA 90067 (See attached ATTACHMENT TO CIVIL COVER SHEET)		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%"><tr><td style="width:35%;"></td><td style="width:10%; text-align: center;">PTF</td><td style="width:10%; text-align: center;">DEF</td><td style="width:45%;"></td><td style="width:10%; text-align: center;">PTF</td><td style="width:10%; text-align: center;">DEF</td></tr><tr><td>Citizen of This State</td><td style="text-align: center;"><input checked="" type="checkbox"/> 1</td><td style="text-align: center;"><input type="checkbox"/> 1</td><td>Incorporated or Principal Place of Business in this State</td><td style="text-align: center;"><input type="checkbox"/> 4</td><td style="text-align: center;"><input type="checkbox"/> 4</td></tr><tr><td>Citizen of Another State</td><td style="text-align: center;"><input type="checkbox"/> 2</td><td style="text-align: center;"><input type="checkbox"/> 2</td><td>Incorporated and Principal Place of Business in Another State</td><td style="text-align: center;"><input type="checkbox"/> 5</td><td style="text-align: center;"><input checked="" type="checkbox"/> 5</td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td style="text-align: center;"><input type="checkbox"/> 3</td><td style="text-align: center;"><input type="checkbox"/> 3</td><td>Foreign Nation</td><td style="text-align: center;"><input type="checkbox"/> 6</td><td style="text-align: center;"><input type="checkbox"/> 6</td></tr></table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
--

V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1332(d), 1453; 28 U.S.C. § 1367; 28 U.S.C. § 1391(a) and (b); Brief Description: Diversity
--

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

Conformed Copy

CV10 1159

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ YesIf yes, list case number(s): Jenkins vs. Sunglass Hut, U.S. District Court, Central District of CA, Case No.: 2:08-cv-05394 AHS (MLGx)

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	SUNGLASS HUT TRADING, LLC, a Delaware Corporation; LUXOTTICA RETAIL NORTH AMERICA INC., an Ohio Corporation

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

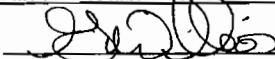
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties	All other California Counties

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):



Date February 16, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

ATTACHMENT TO CIVIL COVER SHEET

ATTORNEYS FOR PLAINTIFFS AND CLASS MEMBERS:

Gene Williams (SBN 211390)
GWilliams@InitiativeLegal.com
Dina S. Livhits (SBN 245646)
DLivhits@InitiativeLegal.com
Jennifer Grock (SBN 245671)
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